MA-88 11/91

GRANT OF EASEMENT

Elict Whittington, deceased STATEMSDESOTOGO. FILED RELEGION P198 RELEGION P1	under the terms hereof, to be paid after a survey establishing the route of the live, Helen W. Delbove, Executrix of	of the Estate of
entinetter reterred to as 'Constrio' Schedules cone or more), do hereby grant, bargain, self and dooney unto MID AMERICA PIEUR COMPANY, a Delaware opporation, his accessors and assigns, hereinstein reterred to as "Constriot", the first privilege and searchers, it any time and from first to time, to montant, maintain, appect, openars, protect, repair, replace, change the size of, change the size of, conserve a pipeline of ppelines, aboveground gates where an emporation of publications, and the protection equipment, and other devices for the control of populine corresson, within the confines of ight of way. If If If I was all fight of way being PCPLY (40) the ton the North/West lands and ight of way and public protection of the stresponding of natural gas, all, perbolaum products or any other liquids, gases or substances which can be transportations or instruction of natural gas, all, perbolaum products or any other liquids, gases or substances which can be transportations which are the stresportation of natural gas, all, perbolaum products or any other liquids, gases or substances which can be transportations when the first of ingress and egrees to and from the same for the purposes aforesaid, over, under, through and across the stresponding described lands, of which the demotre warrants first are the owners in the simple, situates in the County or _DESOLO	Eliot Whittington, deceased	STATE MSDESOTO CO.
weight it is successors and assigns, hereinster referred to as 'Crantor' (whether one or more), do hereby grant, burgain, sell and convey unto MID AMERICA PREINC COMPANY. Dollware apportunition, its successors and assigns, hereinster referred to as 'Crantor', are successors and assigns, hereinster referred to as 'Crantor', are referred to as 'Crantor', and other devices to the control of political, according a device to a successor, and a successor, and a successor of the control of political and the political political in the control of the political political in the control of the control of the transportation of natural gas, collapses and of the devices to the control of political, space or substances which can be transportation of natural gas, collapse to any other (suck) gases or substances which can be transportation of natural gas, collapse to any other (suck) gases or substances which can be transportation of natural gas, collapse to any other (suck) gases or substances which can be transportation of natural gas, collapse to any other (suck) gases or substances which can be transportation of natural gas, collapse to any other (suck), gases or substances which can be transportation or substances and egress to any other (suck). To write the political		CAN DO 1 DO PM 188
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The first way Fifty (50) feet in width, said right of way being Forty (40) feet on the North/Nest side and Ten (10) feet on the South/East side of a line (to be) (as) surveyed and definitely established by the centerline of the initial policies, properties on in study as ease, oil, petcheum products or any other (guids, gases or substances which can be transported price or any other than the same for the purposes adversald, over, under, through and across the showing described lands, of which the Carntor warnants they are the owners in fee simple, talksule in the County of DeSoto State of Mississippt Townt See Exhibit "A" attached hereto and made a part hereof. Upon completion of construction, the width of the right of way shall revert to a permanent 20 foot wide easement with said pipeline being in the center of the easement. Grantee agrees to indemnify and save Grantor harmless from and against any and all liability, loss, damage, expense, causes of action, suits, claims or judgments brought or acquired by third parties, including but not limited to employees and agents of Grantee, arising out of or resulting from the construction, operation or maintenance of the pipeline. OHAWE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns torever. It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permonal oditivation, and Grantor shall have the right to take and keep clear all trees, undergrowth and other obstructions from the heating ranted right vay that the limited to clear and keep clear all trees, undergrowth and other obstructions from the heating ranted right vay that will limited with the normal operation and maintenance of the said line or lane, without make any content or create, nor permit of the pipeline or pipelines to be once and there to held to the pipeline or pipelines to be concerned and any there are granted right to way, and eligent on the build, construct or	orporation, its successors and assigns, hereinafter referred to as "Grantee", the	e right, privilege and easement, at any time and from time to time, i, or remove a pipeline or pipelines, aboveground gate valves and oth
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BY: Wels W. Wellow Eylew HELEN W. DELBOVE, EXECUTRIX 1173 Brookfield Road Memphis, TN 38/19 901-683-1098	day of October , 19 98 .	
HELEN W. DELBOVE, EXECUTRIX 1173 Brookfield Road Memphis, TN 38/19 901-683-1098		THE ESTATE OF ELIOT WHITTINGTON,
HELEN W. DELBOVE, EXECUTRIX 1173 Brookfield Road Memphis, TN 38/19 901-683-1098	WITNESS:	The De Vel 1000 Rand PAIDO.
1173 Brookfield Road Memphis, TN 38/19 901-683-1098	**************************************	- 1506
Memphis, TN 38/19 901-683-1098		
901-683-1098		HELEN W. DELBOVE, EXECUTRIX
		HELEN W. DELBOVE, EXECUTRIX 1173 Brookfield Road
T		HELEN W. DELBOVE, EXECUTRIX 1173 Brookfield Road Memphis, TN 38/19

Motary Public Given under my hand and seal of office this the for the purposes and consideration therein expressed, and in the capacity therein stated. intering to the the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same Before me, the undersigned authority, on this day personally appeared STATE OF CORPORATE ACKNOWLEDGEMENT My commission expires: _ Motary Public IN MITNESS WHEREOF, I have hereunto set my official signature and affixed my notatial seal, the day and year first above written. executed the same as tree and voluntary act and deed for the uses, purposes, and consideration to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that a Notary Public in and for said County and State, personally appeared ___ 8E IT REMEMBERED, That on this , em enoted ____et "G.A., COUNTY OF 40 BIATS (laubivibní) Notary Public IN MITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written. executed the same as tree and voluntary act and deed for the uses, purposes, and consideration described in and who executed the within and foregoing instrument, and acknowledged to me that a Notary Public in and for said County and State, personally appeared __ BE IT REMEMBERED, That on this ___ __61 ,.G.A ,_ pefore me, STATE OF (Isubivibal) My commission expired Commission Expires Jan. 31, 2001 IN MITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written. She executed the same as her free and voluntary act and deed for the uses, purposes, and consideration to me known to be the identical person _____ described in and who executed the within and foregoing instrument, and acknowledged to me that the Estate of Eliot Whittington, Deceased. a Motary Public in and for said County and State, personally appeared Hellen W. Delbove, Executrix of BE IT REMEMBERED, That on this __ day of ____ October TENNESSEE STATE OF

(Isubivibal)

BK 0343PG 0798 OCT-07-1998 11:06 WILLIAMS 918 566 9127 P.02/03 PART OF SECTION 17, T1S-R6W, EXHIBIT "A" DeSOTO COUNTY, MISSISSIPPI PAGE 1 OF 2 **ELIOT WHITTINGTON** 595-MS-DS-31 85.58 RODS SECTION 2 T195-R5W N84°20'E SHELBY CO., TENNESSEE DeSOTO CO., MISSISSIPPI SECTION 17 SW/4 H41°3#W MINERAL WELLS BAPTIST CHURCH SURVEY LINE & N42'28'W 595-MS-DS-31 9.188 ACRE TRACT 08/23/36 AT 08-29. N4732'W ð PROTED BY - month - OH 09/29/36 AT 09:29 NOW AMPROTOTIVE ASSURE, UST SWED BY Detail - NO7'14'W - 53' SCALE: NONE BEARINGS DERIVED FROM DEED RECORDED IN VOL 281 PG. 282 DEED RECORDS DUSCOTO COUNTY, MISSISSIFFY PERMANENT FASEMENT-RAW = 0.65 Agre PROPOSED 20" PIPELINE CROSSING LANDS OF MID-AMERICA PIPELINE COMPANY **ELIOT WHITTINGTON DeSOTO** COUNTY MISSISSIPPI TULBA, OKLAHOMA DRAWN BY: MK SCALE: 1" = 200" 595-MS-DS-31 MIE: 9-29-98 APPROVED:

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595-MS-DS-31 Eliot Whittington

EXHIBIT "A" PAGE 2 OF 2

DESCRIPTION

9.188 acres in the Southwest Quarter of Section 17, Township 1 South, Range 6 West, DeSoto County, Mississippi, and being more particularly described as commence at the Northeast Corner of the Southwest Quarter of Section 17, Township 1 South, Range 6 West in Shelby County, Tennessee; thence Westwardly along half-section line 1024.88 feet to a nail in Mineral Wells Road; thence Southwestwardly along mineral Wells Road 1521.81 feet to W. E. Lamb Northwest Corner in Mississippi-Tennessee line; thence South 84 degrees 20' West along said Mississippi-Tennessee line 355.6 feet to an iron pipe at the Northwest Corner of Mineral Wells Baptist Church property; said point being the point of beginning; thence from point of beginning South 1 degree 40' West along West line of said church property 388.1 feet to an iron pipe; thence South 86 degrees 57' East along South line of said church property 315.00 feet to an iron pipe; thence South 7 degrees 14' East along Mineral Wells Road 698.50 feet to a railroad spike in North line of Frisco Railroad right of way; thence Northwestwardly along said right of way line as it curves to the right a distance of 965.50 feet to a point; thence continuing North 41 degrees 30' West along said right of way line 495.39 feet to an iron pipe in Mississippi-Tennessee line; thence North 84 degrees 20' East along Mississippi-Tennessee line 614.00 feet to the point of beginning and containing 9.188 acres.